

Prepared By

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
LITTON LOAN SERVICING LP
4828 Loop Central Drive
Houston, Texas 77081
Attn: Amanda Miller

713 960-9676

5/25/05 2:24:53
BK 108 PG 535
DESBTO COUNTY, MS
W.E. DAVIS, CH CLERK

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that JPMorgan Chase Bank, as successor-in-interest to Bank One a national banking association organized and existing under the laws of the United States, and having its principal place of corporate trust business at 4 New York Plaza, 6th Floor, New York, NY 10004, as Trustee (the "Trustee") pursuant to the Pooling and Servicing Agreement (the "Agreement") by and between Block Mortgage Finance, Inc. (the "Depositor"), Companion Mortgage Corporation (the "Seller") Block Financial Corporation (the "Master Servicer") and the Trustee, dated as of July 1, 1998 relating to the Block Mortgage Finance Asset Backed Certificates, Series 1998-2 (the "Securities"), and pursuant to that Servicing Rights Purchase Agreement between Block Financial Corporation (the "Servicing Rights Seller") and Litton Loan Servicing LP, Servicing Rights Purchaser and Successor Master Servicer (the "Servicer") dated as of March 22, 2004 hereby constitutes and appoints the Servicer, by and through the Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer and held by JPMorgan Chase Bank, as successor-in-interest to Bank One National Association, as Trustee, solely for the purpose of performing such acts and executing such documents in the name of the Trustee as are necessary and appropriate under the Agreement to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for holders of the Securities (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which Litton Loan Servicing LP is acting as the Servicer under the related Agreement.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the agreement.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;

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- c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of a deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including without limitation, the execution of the following documentation:
- a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement or personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of the date hereof.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to the Trustee under the Agreements, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of JPMorgan Chase Bank, as successor-in-interest to Bank One National Association, except as specifically provided for herein. If the Servicer receives any notice of suit, litigation or proceeding in the name of JPMorgan Chase Bank, as successor-in-interest to Bank One National Association, then the Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreement.

This limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, JPMorgan Chase Bank, as successor-in-interest to Bank One National Association, as Trustee pursuant to that Pooling and Servicing Agreement dated as of July 1, 1998 (Block Mortgage Finance Asset Backed Certificates, Series 1998-2) and the Servicing Rights Purchase Agreement by and between Servicing Rights Seller and the Servicer, dated as of March 22, 2004, has caused its corporate seal be hereto affixed and these presents to be signed and acknowledged in its name and behalf by Joseph L. Weidenbach its duly elected and authorized SVP this 3rd day of January, 2005.

JPMorgan Chase Bank, as successor-in-interest to Bank One National Association, as Trustee for the holders of
Block Mortgage Finance Asset Backed Certificates, Series 1998-2

By: 

Title: Senior Vice President

Witness: 

Name: Keith R. Richardson

Witness: 

Name: Charles A. McLaughlin

Acknowledged and Agreed
Lifton Loan Servicing LP

By: 

Name: Janice McClure

Title: Senior Vice President

STATE OF ILLINOIS

COUNTY OF COOK

On January 3rd, 2005, before me the undersigned, a Notary Public in and for said state, personally appeared Joseph L. Weidenbach, SVP of JPMorgan Chase Bank, as successor-in-interest to Bank One National Association, as Trustee for Block Finance Mortgage Asset Backed Certificates, Series 1998-2, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed that same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted and executed the instrument.

WITNESS my hand and official seal.

(SEAL)




Notary Public, State of Illinois